

AGREEMENT BETWEEN

**THE BOARD OF EDUCATION OF
UNIT SCHOOL DISTRICT NO. C-2**

AND

MARSHALL EDUCATION ASSOCIATION, IEA/NEA

2020-2021

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ARTICLE I
RECOGNITION

A. Recognition

The Board of Education of Marshall Community School District No. C-2 (hereafter referred to as the “Board”) recognizes the Marshall Education Association/IEA/NEA (hereinafter referred to as the “Association”) as the sole and exclusive bargaining representative for all full-time certificated teachers, including nurses, librarians, and guidance counselors, but specifically excluding the Superintendent, Principals, teacher aides, tech personnel, and any employees who have, as fifty percent (50%) or more of their assigned work day, the power to hire, fire, promote, transfer, or evaluate teaching employees, or to effectively recommend same (hereinafter referred to as “employees”). Part-time teachers shall be included in the bargaining unit for purposes of recognition, but such teachers shall be entitled only to such prorated benefits as may be specifically listed or applicable to part-time teachers in the Agreement to be bargained.

B. Part-time Employees

Part-time employees shall receive prorated sick leave, personal leave, bereavement leave and salary and shall be eligible for professional leave.

For health insurance purposes only, any employee who regularly works thirty (30) hours per week or more, as defined by the Affordable Care Act and its regulations, shall be entitled to full-time health insurance benefits.

ARTICLE II

EMPLOYEE/ASSOCIATION RIGHTS

A. Personnel File

Each employee shall have the right upon reasonable advance notice to review the contents of his/her personnel file and to place therein written reactions to any of its contents. The review shall be held during regular business hours with the administrator or his/her designee reserving the right to be present during the review. A representative of the Association may, at the request of the employee, accompany the employee for the review. A charge per page as annually established by the Board shall be made for all copies of material requested by the employee. No adverse information shall be placed in an employee's personnel file without his/her knowledge.

B. Committees

The Association may form such committees as it may deem necessary to make recommendations to the Board or administration regarding evaluation or other pertinent matters. When a committee is established by either the Superintendent or the Board which contains employees, the Association has the right to appoint up to fifty percent (50%) of the employees of the committee.

C. Nondiscrimination

The Board shall not discriminate against any employee for reason of his/her membership in the Association, participation in negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement.

D. Right to Representative

When an employee is required to appear before the Board or an administrator concerning any matter which could adversely affect his/her status or employment as an employee in and for the District, or a reduction in salary, the employee shall be entitled to have a representative of the Association present. Further, when an employee is required to appear before the Board, he/she shall be notified in writing at least twenty-four (24) hours in advance of the agenda, the date, time and place of the appearance.

E. Dues Deduction

The Board shall deduct the current membership dues of the Association, including the Illinois Education Association and the National Education Association, from the pay of each employee who has annually submitted to the District an authorization notice by October 1 of the then current school year or within thirty (30) days of initial employment, whichever is later.

The Board shall deduct such dues as may be annually certified by the Association in fifteen (15) substantially equal installments, beginning with the second pay period in October of the then current school year.

The Board shall be relieved of all dues deduction liability in regard to the following:

1. Insufficient earnings to cover deductions;
2. Unpaid dues in arrears;
3. Dues of employees no longer employed by District; and
4. Unpaid leaves of absence.

All dues deducted by the District shall be remitted to the Treasurer of the MEA no later than ten (10) days after such deductions are made.

F. Board Meetings--Notice and Agenda

The President of the Association shall be given notice of all special meetings of the Board, together with the stated purpose of the special meeting, at the time Board members are given notice. The agenda and background information, including reports from the principals which are not confidential, for all meetings of the Board shall be sent to the Association President at the time Board members are given their agendas. The agenda and background information given to the President of the Association shall be the same as that given to the Board, including those items distributed to Board members at meetings, except that confidential items may be omitted.

G. Board Meetings--Minutes

A copy of the minutes of all Board Meetings shall be sent to the Association President at the time they are sent to Board members. The Board shall furnish within ten (10) days of written request a current staff scattergram, a copy of the adopted budget, the annual financial statement, and a list of employees employed by the District, their salaries and extra-duty pay.

H. Facilities--Use Of

The Association shall have the right to request use of school facilities from the building administrator. Approval shall be required but shall not be unreasonably withheld. The Association shall be held responsible for any damage of buildings or equipment, normal wear and tear expected, and shall reimburse the Board for the cost of any materials used during the course of said meetings or in preparation for such meetings. Except in an emergency, the Association will give written notification of any Association meeting at least ten (10) school days in advance to the Superintendent or his/her designee.

The MEA shall have the right to use the District's in-school mail facilities for communications with members.

I. Professional Meetings

The School Board shall be responsible for those expenses incurred by employees attending professional conferences and workshops for which the Board has given prior approval and received proper vouchers. Employees who are denied requests to attend professional meetings shall be informed in writing of the reason for such denial.

J. Fair Share

1. Each Bargaining Unit Member who is not a member of the Association, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. Employees who are non-members hired before August 15, 2003 will be exempt from fair share. If an employee becomes a member of the association this exemption is waived and the employee shall continue to be a member or pay the fair share fee.

2. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

a. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,

b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels

5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association.

Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

K. Posting of Notices

The Association shall have the right to post notices of activities and matters of Association concern on designated boards in teacher workrooms at least one of which shall be provided in each school building. Such postings should not be placed in areas accessible to students.

ARTICLE III

LEAVES OF ABSENCE

A. Sick Leave

Each full-time employee shall be entitled to sick leave days per year as follows:

<u>Annual Allotment</u>	<u>TRS Creditable Service</u>
11 days	0 to 10 years
12 days	11 to 20 years
13 days	21+ years

Unused sick leave days shall accumulate to an unlimited number of days. Sick leave shall be defined and administered consistent with the Illinois School Code. Monetary award for unused, accumulated days beyond 340 days for retirement will be paid to employees upon retirement at the rate of the pay for substitute teachers in effect at the time of retirement such payment will be made at least 30 days after the last regular paycheck.. Staff may request donations of sick days as the result of some extenuating circumstance. This request shall be made to the Superintendent and copied to the MEA president(s). The Superintendent will share the request with staff who may donate sick days on a day-to-day basis by notifying the unit office. Staff shall not solicit donations during the work day. Record keeping will be done at the unit office.

Sick leave shall be limited to fifty days for birth, adoption, or placement for adoption per occurrence/birth. Exceptions to the 50 day limitation for birth shall be supported by a physician's certification certifying that the absence is medically necessary.

B. Bereavement Leave--Immediate Family

Each full-time employee shall be entitled to a maximum of five (5) school days with pay, per occurrence, not subtracted from sick leave, for each death of a parent, spouse, child, brother, and sister. Three (3) days for other immediate family including aunts and uncles.

C. Bereavement Leave--Outside Immediate Family

Each full-time employee shall be entitled to a maximum of one (1) school day, with pay, per occurrence, not subtracted from sick leave for each incident of death of a person outside the employee's immediate family. This leave shall require request by the employee and approval of the Superintendent. The granting or denial of such days shall be at the sole and exclusive discretion of the Superintendent. Additional bereavement days may be granted upon request by the employee and subsequent approval, if obtained as per the above, but such additional days shall be deducted from sick leave.

D. Personal Leave

1. At the beginning of each school year, each full-time employee shall be credited with two (2) days of personal leave. A personal leave day may be used for any purpose at the discretion of the employee. An employee shall notify his/her Building Principal at least forty-eight (48) hours in advance. The Principal may, in his/her sole discretion, waive the advance notification requirement in the case of an emergency. If more than four (4) employees apply for such personal leave, leave shall be granted on a first-come, first-served basis to the first four (4) and after that, permission will be granted if substitute teachers are available. No employee may use a personal day on a Teacher Institute Day, School Improvement Day, or Parent/Teacher Conference Day. All personal days are at the discretion of the Superintendent.

2. One (1) such use of those days may be to attend a professional seminar for which the employee is compensated. If the employee chooses not to use such days, the compensation for the seminar should be divided between the employee and the Board in a similar manner as jury duty. The division of the compensation shall be determined by the number of days that would be normal work days versus the number that are not work days.

3. The employee has the option of allowing unused personal leave days to accumulate as sick leave days, or accumulate personal leave to a maximum of five (5), or receive, at the end of the current school year, a monetary award for unused personal days at the rate of the current substitute pay per day.

E. Professional Leave

Employees may request professional leave by a request of the Superintendent. By way of example but not limitation, professional leave may be used to attend or present at educational meetings, workshops, trainings, conferences and conventions; and to observe educational activities at other schools during the day. The granting or denial of such leave shall be at the sole and exclusive discretion of the Superintendent.

Employees shall be notified in writing within three (3) working days of confirmation or denial of any leave requested.

F. Association Leave

The Board shall provide eight (8) leave days District-wide [e.g. one (1) employee eight (8) days, or eight (8) employees one (1) day each] per year without loss of pay for use at the discretion of the Association Executive Board for the performance of Association business. Five (5) additional days may be granted by the Board at the expense of the Association at the daily substitute rate. Unused leave days shall accumulate to but not exceed a total of eleven (11) days District-wide. Such leave shall be available upon two (2) days' advance notice to the Superintendent. Additional days may be granted as professional leave.

G. Sabbatical Leave

The Board will comply with the School Code provisions relating to Sabbatical Leave. This section of the Agreement shall not be grievable.

H. Pregnancy-Based Disability

The Board shall comply with the provisions of P.L. 95-555 with regard to pregnancy-based disability. The remedies shall be as described in that law and shall not lie in grievance.

I. Leaves of Absence without Pay

Leaves of absence may be granted without pay to tenured employees who desire to return to employment in a similar capacity at a time mutually agreed upon.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted to tenured employees according to the following conditions:

1. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
2. Dates of departure and return must be mutually acceptable to the employee and administration and determined prior to any final action on the request. After disposition by the Board, the employee shall be notified in writing of said disposition.

3. Leaves may be granted for:

- a. advanced study leading to a degree at an approved university;
- b. educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
- c. military service;
- d. prolonged illness;
- e. needed rest;
- f. necessities of the home and allied reasons;
- g. maternity, child care; and
- h. other reasons acceptable to the Board.

4. Employees on such leave may continue insurance benefits if they reimburse prorata costs of benefits for which they apply and providing the then current carrier permits.

5. Employees will not advance on the salary schedule while on the approved leave of absence without pay unless working at least ninety (90) days or one (1) semester, whichever is the least, during the school year in which the leave was taken.

6. The Board may waive the above restrictions at its discretion.

J. Jury Duty

An employee selected to serve on a jury shall receive no loss of pay, leave or other benefit by reason of such service, provided the employee returns to the District his/her jury pay for work days missed. Food, travel, parking fees or other reimbursement shall not be deemed jury pay. In the event the employee fails to reimburse the District his/her jury pay, the District may withhold same.

K. Family Medical Leave Act (FMLA)

Eligible employees may use unpaid family and medical leave, guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks based on a “rolling” 12-month period. Family and Medical Leave is available in one or more of the following instances:

1. The birth and first year care of a son or daughter:
2. The adoption or foster placement of a child:
3. The serious health condition of an employee’s spouse, parent, or child:
4. The employee’s own serious health condition.

Within 15 calendar days after the Superintendent makes a request, an employee must support a request for FMLA when the reason for the leave is item number 3 or 4 above, with a certificate completed by the employee’s or family member’s health care provider. Failure to do so may result in denial of the leave request. If both spouses are employed by the District, they may together take only 12- weeks for FMLA when the reason for the leave is item number 1 or 2 above or to care for a sick child or parent.

ARTICLE IV

WORKING CONDITIONS

A. Work Day

The regular work day for employees shall begin at 7:45 a.m. and shall end at 3:30 p.m., except to accommodate normal school activities.

On the last school day prior to Thanksgiving, Christmas and Easter (and/or spring) vacations, if such vacations are scheduled and exist, students and employees shall be dismissed at 1:45 p.m. in the Elementary Schools and 2:00 p.m. in the Jr. and Sr. High Schools.

B. Duty-Free Lunch

Employees shall have a duty-free lunch period of not less than thirty (30) minutes or equal to that of students, whichever is greater.

C. Calendar

The Board shall establish a school calendar which shall not exceed one hundred eighty (180) employee work days. Unused emergency days not to exceed five (5) in number shall not become employee work days. The Association may offer such input on calendar as it shall deem advisable.

D. Assignments

Employees shall be assigned by the Superintendent. The minimum standards as set forth by the Illinois School Code and the State Board of Education shall be considered when making an assignment. In order to ensure that students are taught by employees within their competence, employees shall not be assigned, except in emergencies as determined by the administration, to grades or other classes unless approved by the ROE.

Each employee shall receive notification of tentative teaching and extra-duty assignments no later than thirty (30) days prior to the first student attendance day of any school term. If a change in such assignment should become necessary after the above notification, the employee involved shall be promptly notified and shall have the right to a conference with the appropriate administrator to discuss the change of assignment.

E. Vacancies--Definition

A vacancy shall be created by:

1. A resignation to be filled;
2. A dismissal—non-renewal;
3. A retirement;
4. A death;
5. Newly created positions; and
6. Transfer.

F. Posting of Vacancies

Within five (5) days of the existence of a vacancy in a position in the District, the Superintendent shall post notice of the vacancy in each employee workroom and shall place a copy in the school mailbox of the President of the Association. Nothing herein shall prevent the temporary filling of vacancies; provided, however, no permanent appointment shall be made until posting and application requirements have been met. Employees shall have the right to make timely application for positions for which they are qualified.

G. Notice of Vacancy--Regular Classroom/Extra-Curricular Positions

If vacancies should occur during the summer, the administration shall send notice of such vacancies by regular mail to each employee who has on file a letter requesting notice of vacancies within his/her preferred area of certification.

Notice of vacancies shall be posted in all buildings in the District. No vacancy shall be permanently filled until such notice has been posted for at least five (5) employee employment days or fourteen (14) calendar days, whichever is the shorter.

H. Meetings

Qualified employees who have made timely application for vacancies or who have been notified of involuntary transfer shall be granted a meeting, upon request, with the Superintendent or his/her designee to discuss the vacancy or transfer. In the event the employee is dissatisfied with the outcome of this meeting, the employee shall have the right to resign without penalty.

I. Summer School Employment

Preference in hiring for summer school positions shall be given to employees on continuing contractual service in the District who are certified and fully qualified to teach summer school.

Notification of summer school positions shall be posted in all buildings.

J. Tenure

Teachers shall enter upon contractual continued service with the District in accordance with Chapter 105ILCS 5/24-11 of the Illinois School Code.

K. Reduction in Force

1. Continuous Service: Service shall be measured as years of continuous service as a certified employee in the school district provided, however, that less than full time service shall be computed on a pro-rata basis. Approved unpaid leave of absence shall be computed as follows: those teaching less than one (1) semester of continuous days shall receive no credit. Those teaching more than one (1) semester of continuous days and less than one full year shall receive .5 year of credit. Credit for mandatory leaves of absence shall be in accordance with District records unless the teacher can substantiate otherwise. Ties in continuous service within a RIF group will be broken by the order of the time and date of acceptance for a position with the District.

2. Listing of Continuous Service: Prior to December 1 of each school year, the administration shall post in each attendance center and make available to the Association a listing of the computed continuous service of all Employees in the school district. The posting shall include a copy of this and their computed continuous service. Each Employee shall have until January 15 or the first school day thereafter to file written objections to the continuous service computation and the Employee cannot thereafter challenge the computation for that school year. The administration will post a final list no later than January 15 of each school year.

3. Tie-breakers: Ties in continuous service within a Grouping shall be broken by the date of employment by action of the Board of Education. If two or more Employees were hired at the same school board meeting, and it is necessary to determine length of continuous service among them, then continuous service between those employees will be determined by lot where the Association and affected teachers will have the right to be present.

4. Distribution of Order of Honorable Dismissals List: The proposed Order of Honorable Dismissals List will be provided to the Association President no later than seventy-five(75) calendar days prior to the last student attendance day, along with a notification to each Employee of the placement(s) for which they are qualified. The final list will be provided to the President no later than forty-five (45) days before the last student attendance day with a notice to any individual whose placement on the list has changed from the placement on the proposed list.

5. Meeting with Affected Employees: The administration will meet with the employee or employees who have been given notice of reduction to be informed of the reason for the reduction in force. A representative of the Association will be allowed to attend such meetings.

6. Recall Notice and Response: Recall rights shall be in accordance with 105 ILCS 5/24-12 of the School Code. The employer is responsible for sending notice to the next eligible person on the recall list. Any employee who fails to respond to the proper notice of a vacancy will be placed at the bottom of the recall list as it exists at the time. However, an employee may elect to be passed over, in which case the employee retains his/her position on the recall list and the employer will offer the position to the next eligible employee on the list. The employee may elect to be passed over by giving written notice to the employer within seven (7) days of receiving proper notice of vacancy.

7. Job Qualifications: The employer will provide copies to the Association of all job descriptions which list qualifications that were in effect on May 10, 2014, and will provide the Association with any proposed changes in said qualifications no later than April 10th of each year in which they are to be proposed.

8. Joint Committee on Honorable Dismissals (RIF Committee): The RIF Committee will include five (5) representatives each of the employer and the Association. The parties will notify each other of the representatives no later than October 1 following the ratification of the contract, and shall remain on the committee until and unless one party notifies the other or a change in their appointments. The Committee shall make decisions by a majority vote of the appointed representatives.

L. Notification of Reduction in Force

The Association shall be given written notice, not less than sixty (60) days prior to the last day of the school year, should the Board consider reduction in the number of employees.

M. Notification of Waiver Requests

The Board shall notify the Association of its intent to request a waiver or modification of a state mandate.

N. Transportation of Students

Employees may choose to transport students in private vehicles with school insurance carrier approval. Personal insurance will cover and mileage will be paid.

O. Copies of Current Contract

Within forty-five (45) days of the approval of the Agreement by both parties, the Board will provide a sufficient number of copies of the Agreement to each Building Principal for distribution to all bargaining unit members. Bargaining unit members will receive their copies by picking up copies at the Building Office and executing a receipt therefore. In addition, the Board will provide the Association President ten (10) additional copies for distribution to new hires.

ARTICLE V

EVALUATION/DISCIPLINE

A. Evaluation Orientation

No later than the 1st day of student attendance, the building administrator or immediate supervisor will notify in writing each employee to be evaluated that school year that they will be evaluated and acquaint each such employee with the evaluation procedure and instrument. All evaluations of employees shall be in writing.

B. Evaluation--Minimum Number

Non-tenured employees will receive a summative evaluation once a year. Tenured employees will receive a summative evaluation once every other year unless an employee has received a rating of “Needs Improvement” or “Unsatisfactory”, in which case the employee shall receive a summative evaluation the year following receipt of the rating. Employees may be formally evaluated more often if the Superintendent or their designee believes it is in the best interest of the District to do so.

C. Formal and Informal Observations

All evaluations shall be by the qualified evaluator and shall be conducted with the knowledge of the teacher. The evaluator will conduct a minimum of two formal observations and one informal observation each school year for the non-tenured staff. The evaluator will conduct a minimum of one formal and one informal observation in the year of evaluation. Additional informal observations may be conducted for tenured staff during a non-evaluation year.

For purposes of this plan, “formal observation” means a specific time that is scheduled with the teacher for the evaluator, to directly observe professional practices in the classroom or in the school. Formal observations will be for a minimum of 45 minutes at a time, or a complete lesson, or during an entire class period. Each formal observation will be preceded by a pre-observation conference. During the conference, the teacher submits in advance a written lesson or unit plan and /or other evidence of planning for instruction to be observed.

Within ten (10) working days following a formal observation, the evaluator shall meet with the teacher to discuss the evidence collected and provide written feedback. The teacher may provide additional information or explanation about the lesson presented.

For purposes of this plan, “informal observation” means observations of a teacher by the evaluator that are not announced in advance of observation. Evidence gathered during informal observations may be considered in determining the performance evaluation

rating of the teacher, provided it is documented in writing and provided to the teacher within five (5) days of the informal evaluation. Feedback to the teacher from informal observations may be either oral or in writing.

D. Evaluation Conference

No more than fifteen (15) school days following the final observation, except in case of emergency or absence, such as the illness of the teacher or evaluator, the evaluator will complete a Final Evaluation Conference with the teacher. The evaluator will reduce the evaluation to writing on the evaluation instrument and give a copy to the employee. The evaluator will discuss the strengths and weaknesses with the employee, the Classroom Performance Rating, the Student Growth Rating if available, the overall Rating if both the Classroom Performance Rating and the Student Growth Rating are available, and supporting reasons. If the Student Growth Rating is incomplete for the Evaluation Conference, the teacher and evaluator will meet again no more than fifteen (15) school days following the completion of the Student Growth Rating to discuss the Student Growth Rating and the Overall Rating.

E. Evaluation Response

The employee will have the right to attach an explanation to any evaluation.

F. Evaluation--Scope

Formal evaluations shall consider the employee's total performance in and for the School District. The Evaluation will include Student Growth as a component of the Overall Evaluation Rating using guidelines established by the Student Growth Joint Committee.

G. Remediation

If a tenured employee's evaluation is unsatisfactory, the District shall follow The School Code as it relates to remediation, and develop a remediation plan within thirty (30) school days of completion of the evaluation designed to remediate the deficiencies. The plan shall require the participation by the employee deemed unsatisfactory, the building evaluator, and a mutually agreed upon consulting employee (may be a teacher or an expert from outside the district as provided by law). The written remediation plan will contain a description of the deficiencies, a plan designed to achieve identified expectations, the type of assistance to be provided, a system of monitoring performance, and timelines for completion. Employees placed on remediation will be evaluated by procedures deemed appropriate by the evaluator as required by law. The employee assumes the responsibility for the successful completion of remediation plan. Remediation shall not apply to non-tenured employees.

H. Professional Development Plan

Within thirty(30) school days following the receipt of a rating of “Needs Improvement”, the evaluating administrator and an employee receiving such rating will collaborate to develop a Professional Development Plan(PDP) that considers past results, contributes to professional growth, and will assist the teacher in aligning professional development and goal-setting to school improvement goals. The plan will include such support from the District as may be needed to fulfill the plan and the scheduling of at least two formal and one informal observation during the plan’s duration. The plan’s duration shall not exceed the school year following receipt of the “Needs Improvement” rating. Failure to complete the plan will not affect the employee’s rating, although the teacher’s efforts under the plan may be taken into consideration when the employee is evaluated in the year following the rating of “Needs Improvement”.

I. Reprimand

No employee shall be reprimanded or disciplined in the sight or hearing of students, employees, (other than Association representatives), parents or other school employees other than in emergency situations which could adversely affect health or safety.

J. Complaint Procedure

Any complaint regarding an employee, which, in the opinion of the administrator or School Board member receiving it, would be useful to the employee in improving performance or understanding parental or community concerns, shall be reported to the employee by the Building Principal.

K. Reevaluation

An employee receiving a negative evaluation may request reevaluation. One (1) such reevaluation per employee shall be available in any given school year. Evaluations shall be scheduled so that there is enough time for reevaluation if needed.

L. Surveillance

Evaluation shall not be conducted by use of concealed surveillance devices or by surreptitious use of intercoms or other listening devices.

ARTICLE VI

GRIEVANCE

A. Grievance Definition

Any claim by the Association or any employee that there has been a violation, misrepresentation or misapplication of the terms of this Agreement shall be a grievance.

B. Time Limits

All time limits consist of school days. When a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits of less than thirty (30) days shall double; and all time limits shall consist of all week days.

C. Informal Resolution

The parties hereto acknowledge that it is usually desirable for an employee and the employee's immediate supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

D. Filing

1. Superintendent Level--Step One

Within thirty (30) days of the event giving rise to the grievance or the employee is knowledge of same, whichever is later, the employee or the Association may file a grievance with the Superintendent. Superintendent shall arrange with the grievant for a meeting to take place within five (5) days of the Superintendent's receipt of grievance. The Association will be notified in advance of the time and place of the scheduled meeting. Each party shall have the right to include in its representation such witnesses and counselors as deems necessary. Within thirty-five (35) days of the meeting, the grievant and the Association shall be provided with Superintendent's written response.

2. Board Level--Step Two

Within five (5) days after the Superintendent or his/her designee renders a decision, an appeal may be taken by the grievant from that decision to the Board. Within thirty-five (35) days after the appeal is filed, the Board will hold a hearing on the

grievance. The hearing will be informal, but the parties shall be allowed to state their views fully. The parties shall be entitled to present witnesses. Within thirty-five (35) days after the hearing on appeal, the Board will communicate its decision in writing to the grievant and the Association.

E. Failure to Respond

If no written decision has been rendered within the time limits indicated by a step, then the Association shall have the right to proceed to the next step.

F. Arbitration--Step Three

If the Association is not satisfied with the disposition of the grievance at Step Two, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Two answer, or as soon as can be mutually agreed upon, then the grievance shall be deemed withdrawn.

G. Arbitration Zipper

The arbitrator shall have no power to alter the terms of this Agreement.

H. Bypass

If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step. If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

I. Class Grievances

Class grievances involving more than one (1) employee or more than one (1) supervisor and grievances involving an administrator above the building level may be initially filed by the Association.

J. Grievance Representation

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level. When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its view at any stage of the grievance procedure.

K. Reprisals

No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

L. Release Time

Should the Board require that an employee and/or an Association representative be released from his/her regular assignment, the employee and/or Association representative shall be released without loss of pay or benefits.

M. Records--Grievances

All records related to a grievance shall be filed separately from the personnel files of the employee.

N. Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

O. Fees and Expenses

The fees and the expenses of the arbitration shall be shared equally by the parties, provided, however, that each party shall pay the costs of its own representation.

P. Expedited Arbitration

Upon mutual agreement, the Expedited Rules of the AAA shall be used instead of the Voluntary Labor Arbitration Rules.

ARTICLE VII

SALARY AND FRINGE BENEFITS

A. Compensation

All employees shall be paid according to Appendix A for the 2020-21 school year.

B. Salary Recognition

All employees shall be placed at their current experience and education level on Appendix A. For purposes of salary schedule advancement, only courses directly related to education and approved by the Superintendent will be credited. If the employee disagrees with the decision of Superintendent, he/she may appeal to the Board. This appeal shall take place at the next regularly scheduled meeting. The decision of the Board shall be final and not subject to the grievance procedure of this Agreement. An employee shall advance on the salary schedule at the beginning of the school term only when an official university transcript showing a passing grade is presented to the Superintendent by September 15.

The Board will allow graduate college credit for online classes with an accredited institution of higher education in an educational field related to the teacher's area of instruction and limited to 6 hours per 16 hours of advancement. Graduate programs which are only offered online may be allowed at the discretion of the Superintendent.

C. Longevity

Each employee who has years of service beyond the final scheduled salary step shall receive a salary increase above their prior years salary equal to the percentage increase of all other bargaining unit members. At the Superintendent's discretion, with approval of MEA Executive Committee, in order to ensure the best possible employee, new hires may be hired at a lower salary based on the Salary Schedule using the following formula: Full credit will be given for the first five (5) year of teaching experience (TRS Creditable) and one-third (1/3) year credit will be given for each full year thereafter up to a total of ten (10) years. All experience for less than a full year will be dropped.

D. Employee Retirement Shelter

The Board shall pay and shelter employee contributions to the Teacher Retirement System from State and Federal income tax to the maximum extent permitted by law.

Example:

IRS Salary	\$30,000.00
Add-On Factor	<u>x 1.098901</u>
Creditable Earnings (TRS Salary Schedule)	\$32,967.03
	<u>x .09</u>
TRS Contribution to be remitted	\$ 2,967.03
Taxable Earnings:	
Creditable Earnings	\$32,967.03
Less 9.0% TRS Contribution	<u>\$ 2,967.03</u>
Taxable Earnings	\$30,000.00

E. TRS Health Insurance Contribution

The Board shall pay on behalf of employees a sum equal to eighty-four one-hundredths of one percent (.84%) of the employees' gross income to the Teachers' Retirement System for deposit into the Teachers' Health Insurance Security Fund as provided in 5 ILCS 375/6.6.

F. Pay Days

Employees will have salaries paid over a twelve (12) month period of time (24 pay periods) on the 15th and the 30th day of the month.

G. Health Insurance and 125 Plan

For the 2020 – 2021 school year, the Board shall pay up to \$7216 towards the single plan health insurance premium or Health Savings Plan of each bargaining unit member electing health insurance coverage. Coverage shall not be reduced for the life of the Agreement without approval of the Association. The Board shall pay on behalf of each employee for a life insurance policy with a face amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) plus double indemnity for accidental death per individual covered. A group family plan with options of (1) spouse only, (2) children only, or (3) spouse and children shall be offered, with the premium to be paid by the employee. The current practice existent at the signing of this Agreement with regard to payment of insurance premiums for any given part-time employee shall not change for the term of this Agreement.

The Board shall establish an Internal Revenue Code Section 125 Plan for any employee who wishes to participate in such a plan. This plan shall include provisions for deferral of salary to medical and child care expenses as limited by such plan; provided, however, the plan document and summary plan description are expressly excluded from this Agreement. The Board reserves the right to interpret all provisions of the plan document and summary plan description. Each employee shall be allowed to defer up to and including Four Thousand and 00/100 Dollars (\$4,000.00) of his/her salary for each full plan year.

H. Insurance upon Retirement

Employees who have retired from service to the District may not continue membership in the District's group insurance plan. They may continue dental/vision if available at their expense.

I. Payment on Severance

Any balance in an employee's contractual salary due to an employee not returning to the District by reason of retirement, or whose employment is terminated by reason of reduction in force, shall be paid on the District pay date in June if such payment is authorized in writing not later than May 1.

J. 403(B) Plan

The district shall maintain and make available to all employees a 403(B) plan in accordance with IRS regulations.

K. Mileage

Employees shall be reimbursed for pre-approved mileage at the current maximum rate allowed for reimbursement by the Internal Revenue Service.

Employees whose assignments require them to travel to other buildings during the work day shall be reimbursed for such travel at the mileage rate.

L. Passes

Each employee shall receive a free family pass to all at-home Marshall school-sponsored events.

M. Docking Extended Contracts

The docking/extended contract formula shall be based upon a one hundred eighty (180) denominator.

N. Extra-Curricular Payroll Procedures and Policies

Employees may be paid in two (2) substantially equal installments. The Board shall pay retirement in accordance with Article VII, Section D (Employee Retirement Shelter).

For extra-curricular positions – four year limit in the position with one year appointments that can be made to a new person or added to someone in the position after the four year term. After the four year commitment, the person must wait for 30 days after the last season to resign and it must be done 90 days before the new season begins if it is a coaching position. If it is a club position they must resign before the end of the school year.

Extra-curricular pay will be in separate checks.

O. Tuition Reimbursement

The Six Thousand Dollars (\$6,000.00) that was included here has been transferred to the staff development account.

P. Internal Substitution

If an employee substitutes for another employee and forfeits his/her scheduled preparation time, the employee performing the substitution shall be paid at the rate of Twenty and 00/100 Dollars (\$20.00) per period. The administration shall first seek volunteers before assigning non-volunteers to this duty.

Q. Retirement Incentive

Eligibility

To be eligible for any of the following Plans, an employee must meet the following requirements:

1. Be eligible for a non-discounted TRS annuity, as defined by then-current TRS rules with no ERO penalty to the District.
2. Have at least fifteen (15) years of full-time service in the District.

The District may require proof of eligibility.

Definitions

For purposes of this Article, TRS creditable compensation (earnings) include (but are not limited to):

- Salary for regular contractual teaching duties
- Wages for substitute teaching
- Wages for homebound teaching or tutoring
- Earnings for extra duties performed that relate to teaching or supervision of students, and other assignments related to the academic program
- Earnings for summer school
- Bonuses
- Contributions to qualified plans eligible for tax-deferral under the Internal Revenue Code, Sections 401(a), 403(b), and 457(b)
- Contributions to flexible benefit plans
- Salary or back wage payments resulting from contract buy-outs, labor litigation, and settlement agreements

Plans

One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior year of employment.

Example: The employee's prior year TRS creditable earnings were \$40,000.00. The employee's final year TRS creditable earnings will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$).

Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to May 1, 2016, stating he/she will retire on June 30, 2018. The employee's TRS creditable earnings for the 2015-2016 school year were \$40,000.00. The employee's TRS creditable earnings for the 2016-2017 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2017-2018 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$).

Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to May 1, 2016, stating he/she will retire on June 30, 2019. The employee's TRS creditable earnings for the 2015-2016 school year were \$40,000.00. The employee's TRS creditable earnings for the 2016-2017 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2017-2018 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The employee's TRS creditable earnings for the 2018-2019 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

Four Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 four (4) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final four (4) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to May 1, 2016, stating he/she will retire on June 30, 2020. The employee's TRS creditable earnings for the 2015-2016 school year were \$40,000.00. The employee's TRS creditable earnings for the 2016-2017 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2017-2018 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The employee's TRS creditable earnings for the 2018-2019 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$). The employee's TRS creditable earnings for the 2019-2020 school year will be \$50,499.78 (i.e., $47,640.64 \times 1.06 = \$50,499.78$).

Miscellaneous

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee.

If after submitting an irrevocable letter of retirement, the employee resigns from or is removed from duties for which the employee was compensated the previous year (i.e., Schedule B, extended contract and/or stipends), the employee's TRS creditable earnings

will be adjusted accordingly.

Example: The employee's TRS creditable earnings from the 2015-2016 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2015-2016. Under the employee's retirement plan, he/she would be scheduled to receive \$45,580.00 TRS creditable earnings for the 2016-2017 school year (i.e., $\$43,000.00 \times 1.06 = \$45,580.00$). However, the employee resigns from his/her coaching position before the start of the 2016-2017 school year. The employee's TRS creditable earnings for the 2016-2017 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 - \$42,400.00$) rather than \$45,580.00.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board, in its sole discretion, may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result, by reason of a teacher retiring hereunder, in a greater cost to the District than the costs generated by this paragraph, the provisions of this paragraph shall be null and void.

R. Early Retirement Option

Retirement requests made under the Early Retirement Option are subject to approval by the Board.

S. Insurance Committee

The Board of Education and the Association may form a joint insurance committee to make recommendations to the board.

ARTICLE VIII

TERMS OF CONTRACT

A. Successor Agreement

The parties shall commence bargaining for a successor agreement on or before June 1 in the year in which this Agreement expires and shall bargain as per the Illinois Educational Labor Relations Act and its rules and regulations.

B. Mediation

Either party may request mediation within 90 days of the scheduled start of the following school year. At such times, the parties shall jointly request a mediator from the Federal Mediation and Conciliation Service (FMCS). Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement, and the Illinois Educational Labor Relations Board shall be notified.

C. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

D. Individual Contracts

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

E. Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a body of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

F. Appendices

The appendices attached hereto are hereby incorporated herein and are made a part hereof.

G. No Strike No Lockout

The Association agrees that during the term of this agreement it will not engage in a strike against the employer or its representatives on school premises or at a meeting of the Board. The Board agrees not to lock out any employee.

H. Duration

This agreement shall be for one (1) year and will be in full force and effect beginning with the first day of the 2020-2021 school year and shall continue in full force and effect through the last day before the first day of the 2021 – 2022 school year.

I. Board Authority and Management Rights

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States.

IN WITNESS THEREOF, signed this _____ day of _____, 2020.

**For the Marshall Education
Association, IEA/NEA**

**For the Board of Education,
Marshall C.U.S.D. No. C-2**

President

President

Secretary

Secretary

Appendix A - 2020-21 Salary Schedule (Plus 1 time \$750 Stipend)

Step	BS	BS+16	MS	MS+16	MS+32
0	32719	33962	35740	36817	37944
1	33083	34339	36138	37227	38367
2	33738	35020	36854	37964	39126
3	34405	35713	37584	38716	39902
4	35088	36421	38329	39483	40689
5	35811	37194	39204	40462	41718
6	36569	37999	40116	41478	42786
7	36724	38803	41027	42497	43854
8	37478	39606	41938	43515	44921
9	38420	40599	43006	44608	46115
10	39361	41592	44073	45702	47310
11	40304	42585	45143	46793	48503
12	41246	43576	46210	47887	49697
13	42189	44570	47278	48981	50891
14	43132	45563	48346	50074	52084
15	44073	46556	49414	51166	53278
16	45017	47549	50482	52260	54472
17	45958	48540	51550	53354	55665
18	46902	49535	52619	54447	56859
19	47844	50526	53686	55539	58052
20	48786	51520	54756	56633	59247
21	49729	52511	55822	57727	60441
22	50672	53505	56892	58820	61634
23	51614	54497	57959	59913	62828
24	52557	55490	59027	61006	64023
25	53497	56482	60095	62099	65215
26	54441	57476	61163	63194	66410
27	55383	58467	62231	64287	67604
28	56326	59461	63300	65379	68797
29	57268	60452	64367	66472	69991
30	57582	60798	64744	66912	70430
31	57897	61144	65122	67352	70870
Long. 1 (32)	58212	0	0	67791	0
Long. 2 (33)	58526	0	0	68231	0
Long. 3 (34)	58839	0	0	0	0
Long. 4 (35)	0	0	0	0	0
Long. 5 (36)	0	0	0	0	0
Long. 6 (39)	0	0	0	0	0

Appendix B

Extra Duty Pay

JH

Cub Cadets	\$1,169.20
Cheerleader	\$1,169.20
Yearbook	\$809.27
7th Boys Bkb	\$2,327.08
8th Boys Bkb	\$2,327.08
7th Girls Bkb	\$2,327.08
8th Girls Bkb	\$2,327.08
Boys Track	\$2,327.08
Girls Track	\$2,327.08
Asst. Track	\$1,190.71
Sch. Bowl (1/2)	\$821.71
Sch. Bowl (1/2)	\$821.71
7th VB	\$2,327.08
8th VB	\$2,327.08
PAWS	\$361.05

HS

Prom Coordinator	\$1,307.28
Prom Décor (\$11.22/hr)	\$939.88
Class Plays	\$1,102.43
Marshallettes	\$2,694.93
Sch. Bowl (1/2)	\$1,163.54
Sch. Bowl (1/2)	\$1,163.54
Cheerleader	\$3,702.28
NHS (1/2)	\$280.14
NHS (1/2)	\$280.14
Yearbook	\$2,793.40
Stu. Council	\$1,307.28
Head FB	\$4,542.11
Asst. FB	\$2,924.70
FS FB	\$2,924.70
Head Boys Bkb	\$4,542.11
JV Boys Bkb	\$2,924.70
Fresh./Soph. Bkb	\$500.00
Head Girls Bkb	\$4,542.11
JV Girls Bkb	\$2,924.70
Head VB	\$2,949.60
Asst. VB	\$1,786.06
Golf	\$2,849.03

Extra Duty Pay**HS (Cont.)**

Head Boys Track	\$2,949.60	
Head Girls Track	\$2,949.60	
Asst. Track	\$1,786.06	
JH/HS Cross Country	\$2,949.60	
Head Baseball	\$3,161.84	
Asst. Baseball	\$1,879.46	
Fresh./Soph. Baseball	\$500.00	(If numbers dictate a team and schedule)
Head Softball	\$3,161.84	
Asst. Softball	\$1,879.46	
Jr/Sr High Music	\$2,645.12	
Jazz Band	\$654.21	
Summer Weights (1/4)	\$195.81	
Summer Weights (1/4)	\$195.81	
Summer Weights (1/4)	\$195.81	
Summer Weights (1/4)	\$195.81	
FBLA (1/2)	\$179.97	
FBLA (1/2)	\$179.97	
Science Club	\$240.00	
PALS (1/2)	\$179.97	
PALS (1/2)	\$179.97	
FCS Club	\$120.35	
International Club (1/2)	\$120.35	
International Club (1/2)	\$120.35	
Class Sponsor 9	\$120.35	
Class Sponsor 10	\$120.35	
Class Sponsor 11	\$120.35	
Class Sponsor 12	\$120.35	

Elementary

Yearbook (1/3)	\$269.76
Yearbook (1/3)	\$269.76
Yearbook (1/3)	\$269.76
Boys Bkb	\$2,225.48
Girls Bkb	\$1,140.72
Cheerleader (1/2)	\$289.75
Cheerleader (1/2)	\$289.75
Friendly Helpers (1/2)	\$180.53
Friendly Helpers (1/2)	\$180.53
No/JH/HS Band/Chorus	\$879.07
No/JH Chorus	\$439.53

Extra Duty Pay

Other

Ticket Sales	\$33.61
Supervision	\$40.44
Timekeeper	\$33.61
Scorekeeper	\$33.61
FB Announcer	\$33.61
Football Stats	\$33.61
Detention	\$15.92
Sat. School	\$58.37
Homebound Instr. (plus mileage)	\$15.92
Dr. Ed. Extra Driving	\$15.92
LPDC chair	\$660.10
LPDC Committee Member	\$165.04
LPDC Committee Member	\$165.04
LPDC Committee Member	\$165.04
LPDC Committee Member	\$165.04

For the term of this Contract, the following extended days shall be assigned:

Agriculture	40 days
High School Librarian	10 days
One (1) High School Guidance Counselor	10 days

For the term of this Contract, Dual Credit Instructors will receive \$50 per credit hour taught with a \$600 maximum, and a \$150 minimum.